INSANE PERSONS — ADJUDICATION OF INSANITY — LIABILITY FOR PARTNERSHIP DEBTS CONTRACTED AFTER FORMAL INQUISITION. — Upon formal inquisition, a member of a partnership was found to have been a lunatic without lucid intervals for two years. The plaintiff sued the partner's administratrix for goods sold and delivered to the partnership. *Held*, that the plaintiff can recover on contracts made before but not on those made after the inquisition. *Vautier's Estate*, 66 Leg. Int. 418 (Pa., Dist. Ct., June 19, 1909).

An agent's authority is terminated by the insanity of his principal. *Davis* v. *Lane*, 10 N. H. 156. But the relation of partnership, being dependent on a continuing contract, is closer, and is not dissolved merely by reason of a partner's insanity. *Jurgens* v. *Ittman*, 47 La. Ann. 367. Hence recovery was properly allowed on the partnership contracts made before the inquisition. Yet total insanity is a ground upon which equity may decree a dissolution. *Sayer* v. *Bennet*, 1 Cox Ch. 107. And it has been held that an adjudication of insanity dissolves the partnership without the aid of equity. *Isler* v. *Baker*, 6 Humph. (Tenn.) 85. *Contra*, *Raymond* v. *Vaughn*, 128 Ill. 256. If the partnership is dissolved, it follows that third persons, even though not having actual notice, cannot hold the insane partner's estate on contracts of the firm made after the inquisition. For although in the case of an ordinary dissolution, a third person having no notice may hold any member of the partnership on grounds of estoppel, it is well established that notice is unnecessary when the dissolution is by operation of law. *Bass Dry Goods Co.* v. *Granite City Mfg. Co.*, 116 Ga. 176; *Eustis* v. *Bolles*, 146 Mass. 413.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — BASIS OF FIXING RATES. — *Held*, that the Interstate Commerce Commission has no power to fix a rate based on the principle of equalizing advantages between localities. *Chicago, Rock Island & Pacific Ry. Co.* v. *Interstate Commerce Commission*, 171 Fed. 680 (Circ. Ct., N. D. Ill.). See NOTES, p. 135.

LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR — UNPAID RENT FOR ONE PERIOD AS SEPARATE CLAIM. — By holding over after a lease for five years, the defendant became tenant from year to year to the plaintiff. After rent for two years had become due, the plaintiff recovered judgment for one year's rent, and now sues for the rent of the other year. *Held*, that the former judgment is not a bar to this action. *Kennedy* v. *The City of New York*, 42 N. Y. L. J. 153 (N. Y., Ct. App., Oct. 5, 1909).

The court recognizes that if several claims arising from the same contract have accrued, judgment recovered on one will bar an action on the others. *Secor* v. *Sturgis*, 16 N. Y. 548. *Warren* v. *Comings*, 6 Cush. (Mass.) 103. It is said, however, that in a tenancy from year to year there is a re-letting at the commencement of each year, so that the claim for each year's rent is separate and entire. *Austin* v. *Strong*, 47 N. Y. 679; *Borman* v. *Sandgren*, 37 Ill. App. 160. This view is not universally accepted. In distraining for rent, a landlord may treat the whole period of the tenancy as a single term. *Sherwood* v. *Phillips*, 13 Wend. (N. Y.) 478. But see *Alexander* v. *Harris*, 4 Cranch (U. S.) 298. In England, it has been held that in an ordinary tenancy from year to year, each year is a prolongation of the original term, and that there is not a re-letting at the beginning of each year, though it is suggested that the rule might possibly be otherwise, where the tenancy arises by holding over. *Gandy* v. *Jubber*, 9 B. & S. 15. The rule against splitting up a single cause of action is salutary, in that it reduces litigation; and it is submitted that there would be no injustice in applying it in the principal case where the divisibility of the cause of action, if it exists, rests on a highly refined distinction.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — DEFECTIVE CONDITION OF SCHOOL PLAYGROUND. — The defendant county council, which had all the